Received: 08/06/2012 Status: CANCELLED Effective Date: 01/21/2008

PSC NY No. 10--COMMUNICATIONS

Verizon New York Inc.

Section 5 Original Page 1.13

NETWORK ELEMENTS

- 5. Unbundled Network Elements (Cont'd)
- 5.1 Access to Network Elements (Cont'd)
- 5.1.5 Listings for Certain Customers

٦

- A. Subject to subparagraph B. below, Verizon New York Inc. ("Verizon") will provide listings services to entities that purchase services under this Tariff (which entities are referred to below as "Carriers"). Such services will include (a) publication of listings for the customers of such Carriers in the alphabetical directories and classified directories published by or for Verizon; (b) the inclusion of such listings in Verizon's directory assistance records; (c) non-published service; and (d) additional listings and other premium listing services. Such services will be provided under the same terms, conditions, and regulations as are made available to Verizon's end-user Customers, as set forth in sections 9(A) and 9(B), of Verizon's Tariff PSC No. 1, and at the rates set forth in Section 30 of that Tariff, less the applicable discount percentage set forth in Section 10.6.1 of Verizon's Tariff No. 9. In applying the rates, terms, conditions, and regulations set forth in Tariff No. 1, "subscriber" and similar terms will be deemed to refer to the Carrier's customer. For example, the nature of the Carrier's customer, and not of the Carrier itself, will determine whether the listing qualifies as a residence or business listing, and thus may affect the applicable rate.
- B. Notwithstanding the preceding paragraph:

The Carrier itself, and not the Carrier's customer, will be Verizon's customer and will be responsible to Verizon for payment of the applicable listings service charges.

The Carrier will be responsible for submitting to Verizon all orders, information, requests, inquiries, changes, and other matters related to the listing(s), using the processes and forms required by, and subject to the terms and conditions of, the relevant wholesale tariffs, agreements, industry arrangements, or business rules, which will supersede any conflicting terms, conditions, and procedures related to such matters that are set forth in Tariff No. 1. Verizon will not accept any such orders, information, etc. directly from the Carrier's customers.

(N)

In no case will the Carrier's customer be considered to be a customer of Verizon by virtue of the publication of his, her, or its name and/or address in a Verizon directory or directory assistance records. Neither this tariff, nor any actions taken by Verizon or the Carrier pursuant to this tariff, shall create a contractual, agency, or any other type of relationship between Verizon and the Carrier's customers.

General and administrative provisions, including but not limited to those related to payments, collection, default, deposits, termination or cancellation of service, dispute resolution, liabilities, indemnification, waivers, and similar matters shall be as set forth in the relevant wholesale tariffs or agreements.

The non-recurring charges applicable to listings services for a Carrier's customers will be the standard non-recurring charges for service orders, record orders, etc. (and, as applicable, for manual intervention, expedited service, etc.), that are applicable to orders for wholesale service under this Tariff.

L

Issued: December 21, 2007 Effective: January 21, 2008